

## FINANCE AGENDA

Erie County Council

[www.eriecountygov.org](http://www.eriecountygov.org)



Phil Fatica, Chairman  
Carol Loll, Vice Chairperson  
Jay Breneman  
Edward T. DiMattio, Jr.  
Kyle Foust  
Andre Horton  
Fiore Leone

March 20, 2014

4:00 p.m.  
Room 114A

1. Presentation by Mary Rennie, Director, Erie County Library Department regarding the future of libraries.
2. Ordinance Number     , 2014, "2014 General Fund Budget Supplemental Appropriation of \$7,603 for Reduction in Transfer to Public Health Fund".  
**Page 2**
3. Ordinance Number     , 2014, "2014 Public Safety Fund Budget Supplemental Appropriation of Digital Camera with a Value of \$2,860 Donated by the American Society of Safety Engineers".  
**Page 5**
4. Ordinance Number     , 2014, "2014 Public Health Fund Budget Supplemental Appropriation of \$50 and Creation of Interest Income Line Item".  
**Page 8**
5. Ordinance Number     , 2014, "2014 Public Health Fund Budget Revised Revenue & Expenditures from Funding Reduction in Immunization Grant Bureau".  
**Page 10**
6. Resolution Number     , 2014, "Erie County General Authority Troyer Site Redevelopment Project".  
**Page 14**
7. Resolution Number     , 2014, "Three Year Agreement Between the County of Erie and the Law Firm of MacDonald, Illig, Jones, and Britton, LLP for Lien Free Tax Sales".  
**Page 16**
8. Resolution Number     , 2014, "In Support of Restoring the Presque Isle Light Station".  
**Page 32**
9. Possible appointment of Kathleen Smith to the Children and Youth Advisory Board for a 4 year term.  
**Page 34**
10. Analysis of General Fund Unassigned Fund Balance  
**Page 37**

**ORDINANCE NUMBER     , 2014**

**2014 General Fund Budget Supplemental Appropriation Of \$7,603 For  
Reduction In Transfer To Public Health Fund**

**BE IT ENACTED** by the County Council of the County of Erie pursuant to Article II Sections 3B (1), 3B (2) d and Article VIII, Section 8 of the Erie County Home Rule Charter and certified by the County Executive that this 2014 General Fund Budget supplemental appropriation of \$7,603 for a reduction in the transfer to the Public Health Fund, owing to a lower Director's salary, is hereby approved as outlined on the attached Exhibit A.

This ordinance shall be effective immediately upon adoption.

COUNTY COUNCIL OF THE  
COUNTY OF ERIE, PENNSYLVANIA

Attest:

\_\_\_\_\_  
Douglas R. Smith  
County Clerk

\_\_\_\_\_  
Dr. Kyle Foust, Chairman

Date:\_\_\_\_\_

\_\_\_\_\_  
Fiore Leone, Vice Chairman

\_\_\_\_\_  
Jay Breneman

Approved by:

\_\_\_\_\_  
Edward T. DiMattio, Jr.

\_\_\_\_\_  
Kathy Dahlkemper,  
County Executive

\_\_\_\_\_  
Phil Fatica

Date:\_\_\_\_\_

\_\_\_\_\_  
André R. Horton


\_\_\_\_\_  
Carol J. Loll

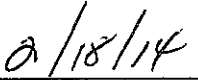
**Exhibit A**  
**2014 General Fund Budget**  
**Supplemental Appropriation of \$7,603**  
**For Reduction in Transfer to Public**  
**Health Fund**

<u>Account Title</u>	<u>Account Number</u>	<u>Amount</u>
<u>Total Revenue</u>		
Appropriation to Fund Balance	001-000990-099500	7,603
Total Revenue		<u>7,603</u>
<u>Total Expenditures</u>		
Transfer to Public Health Fund	001-020000-008560	(7,603)
Total Expenditures		<u>(7,603)</u>

### **Certificate of the County Executive**

I, Kathy Dahlkemper, County Executive for the County of Erie, do hereby certify pursuant to the provisions of Article VIII, Section 8, of the Home Rule Charter for the County of Erie, that there are funds in the amount of \$7,603 which are available for supplemental appropriation for Reduction in Transfer to Public Health Fund.

  
\_\_\_\_\_  
Kathy Dahlkemper,  
County Executive

  
\_\_\_\_\_  
Date

**ORDINANCE NUMBER   , 2014**

**2014 Public Safety Fund Budget Supplemental Appropriation Of Digital Camera  
With A Value Of \$2,860 Donated By The American Society Of Safety Engineers**

**BE IT ENACTED** by the County Council of the County of Erie pursuant to Article II, Sections 3B(1), 3B(2)(f) and Article VIII, Section 8 of the Erie County Home Rule Charter and certified by the County Executive that this 2014 Public Safety Fund Budget supplemental appropriation from the donation of a digital camera by the American Society of Safety Engineers, with a value of \$2,860, is therefore hereby approved as outlined on the attached Exhibit A.

This ordinance shall be effective immediately upon adoption.

COUNTY COUNCIL OF THE  
COUNTY OF ERIE, PENNSYLVANIA

Attest:

\_\_\_\_\_  
Douglas R. Smith  
County Clerk

Date:\_\_\_\_\_

\_\_\_\_\_  
Dr. Kyle Foust, Chairman

\_\_\_\_\_  
Fiore Leone, Vice Chairman

\_\_\_\_\_  
Jay Breneman

Approved by:

\_\_\_\_\_  
Edward T. DiMattio, Jr.

\_\_\_\_\_  
Kathy Dahlkemper,  
County Executive

Date:\_\_\_\_\_

\_\_\_\_\_  
Phil Fatica

\_\_\_\_\_  
André R. Horton

\_\_\_\_\_  
Carol J. Loll

**Exhibit A**  
**2014 Public Safety Fund Budget**  
**Supplemental Appropriation of \$2,860**  
**For Donation of Digital Camera from the**  
**American Society of Safety Engineers**

<u>Account Title</u>	<u>Account Number</u>	<u>Amount</u>
<u>Total Revenue</u>		
Donations	063-018040-098580	(2,860)
Total Revenue		<u><u>(2,860)</u></u>
<u>Total Expenditures</u>		
All Other Supplies	063-018040-003330	2,860
Total Expenditures		<u><u>2,860</u></u>



**ORDINANCE NUMBER . 2014**

**\_\_\_\_\_ 2014 Public Health Fund Budget Supplemental Appropriation Of \$50  
And Creation Of *Interest Income* Line Item**

**BE IT ENACTED** by the County Council of the County of Erie pursuant to Article II, Sections 3B(1), 3B(2)(f) and Article VIII, Section 8 of the Erie County Home Rule Charter, and certified by the County Executive, that this 2014 Public Health Fund Budget supplemental appropriation of \$50 and creation of ***Interest Income*** line item, for interest generated by state funds held in Erie County, are hereby approved as outlined on the attached Exhibit A.

This ordinance shall be effective immediately upon adoption.

COUNTY COUNCIL OF THE  
COUNTY OF ERIE, PENNSYLVANIA

Attest:

\_\_\_\_\_  
Douglas R. Smith  
County Clerk

\_\_\_\_\_  
Dr. Kyle Foust, Chairman

Date: \_\_\_\_\_

\_\_\_\_\_  
Fiore Leone, Vice Chairman

\_\_\_\_\_  
Jay Breneman

Approved by:

\_\_\_\_\_  
Edward T. DiMattio, Jr.

\_\_\_\_\_  
Kathy Dahlkemper,  
County Executive

\_\_\_\_\_  
Phil Fatica

Date: \_\_\_\_\_

\_\_\_\_\_  
André R. Horton

\_\_\_\_\_  
Carol J. Loll



**Exhibit A**  
**2014 Public Health Fund Budget**  
**Supplemental Appropriation of \$50**  
**And Creation of a New Line Item for**  
**Interest Income**

<u>Account Title</u>	<u>Account Number</u>	<u>Amount</u>
<u>Total Revenue</u>		
Investment Interest	056-018000-098010*	(50)
Total Revenue		<u>(50)</u>
<u>Total Expenditures</u>		
All Other Supplies	056-018010-003330	50
Total Expenditures		<u>50</u>

\*Denotes the creation of a new line item

**ORDINANCE NUMBER   , 2014**

**2014 Public Health Fund Budget Revised Revenue & Expenditures From Funding  
Reduction In *Immunization Grant Bureau***

**BE IT ENACTED** by the County Council of the County of Erie pursuant to Article II, Sections 3B(1), and 3B(2)(f) of the Erie County Home Rule Charter, that revised revenue and expenditures from a funding reduction of \$20,250 in the *Immunization Grant Bureau* of 2014 Public Health Fund Budget, is hereby approved as outlined on the attached Exhibit.

This ordinance shall be effective immediately upon adoption.

COUNTY COUNCIL OF THE  
COUNTY OF ERIE, PENNSYLVANIA

Attest:

\_\_\_\_\_  
Douglas R. Smith  
County Clerk

\_\_\_\_\_  
Dr. Kyle Foust, Chairman

Date: \_\_\_\_\_

\_\_\_\_\_  
Fiore Leone, Vice Chairman

\_\_\_\_\_  
Jay Breneman

Approved by:

\_\_\_\_\_  
Edward T. DiMattio, Jr.

\_\_\_\_\_  
Kathy Dahlkemper,  
County Executive

\_\_\_\_\_  
Phil Fatica

Date: \_\_\_\_\_

\_\_\_\_\_  
André R. Horton

\_\_\_\_\_  
Carol J. Loll

**Exhibit A**  
**2014 Public Health Fund Budget**  
**Revised Revenue and Expenditures**  
**of \$20,250 for Reduction in Funding**  
**For Immunization Grant**

<u>Account Title</u>	<u>Account Number</u>	<u>Amount</u>
<u>Total Revenue</u>		
Grant	056-018860-051300	20,250
Total Revenue		<u>20,250</u>
<u>Total Expenditures</u>		
Travel	056-018860-002010	(5,322)
Professional Fees	056-018860-002520	(405)
Data Processing	056-018860-002200	(2,520)
Indirect Cost	056-018860-002270	(7,954)
Telephone	056-018860-002280	(700)
Postage	056-018860-002290	(500)
Duplicating & Printing	056-018860-002310	(300)
Rent	056-018860-002320	(1,549)
Maintenance & Repair	056-018860-002330	(1,000)
Total Expenditures		<u>(20,250)</u>

# ERIE COUNTY DEPARTMENT OF HEALTH

ecdh.org



Karen M. Tobin  
Acting Director

Kathy Dahikemper  
County Executive

Date: March 11, 2014

To: James Sparber, Finance Director

From: Karen Tobin, ECDH Acting Director *KMT*

Cc: Charlotte Berringer, Director, Community Health Services

Sue Ellen Pasquale, Accounting Manager

Kathy McCall, Project Secretary; Susan Kowalczyk, Project Secretary

RE: Request for Ordinance for Immunization Budget: FY 2014-Budget reduction

The Health Department Immunization Bureau (056-018860) requests an ordinance to revise the county 2014 budget to accommodate funding cuts from the Pennsylvania Department of Health.

Based on the above, the following budget revisions are requested.

1. Revenue: Grant: -051300-decrease \$20,250
2. Expenses:
  - Travel-002010-Decrease \$5,322.50
  - Professional Fees-002520-Decrease \$405
  - Data Processing-002200-decrease \$2520
  - Indirect-002270-decrease \$7953.66
  - Telephone- decrease \$700
  - Postage-2290 decrease \$500
  - Dup & Printing-002310-decrease \$300
  - Rent-002320- decrease \$1548.84
  - Maint & Repair-02330-decrease \$1000

Please contact Charlotte Berringer at 451-6721 or [cberringer@eriecountygov.org](mailto:cberringer@eriecountygov.org) if additional information or clarification is needed. Thank you.

Appendix C

# OVERALL BUDGET SUMMARY

Erie County Department of Health

4100064389

January 1, 2014 - December 31, 2014

CATEGORIES	Original Budget	Amendment (if Applicable)	Total Budget
I. PERSONNEL SERVICES	327,431.65	-	327,431.65
II. CONSULTANT SERVICES	800.00	-	800.00
III. SUBCONTRACT SERVICES	15,894.00	TEL (405.00)	15,489.00
IV. PATIENT SERVICES	-	-	-
V. EQUIPMENT	-	-	-
VI. SUPPLIES	8,969.00	-	8,969.00
VII. TRAVEL	9,800.00	(5,322.50)	4,477.50
VIII. OTHER COSTS	42,105.35	(14,522.50)	27,582.85
TOTAL	405,000.00	(20,250.00)	384,750.00

**RESOLUTION NUMBER . 2014**

**ERIE COUNTY GENERAL AUTHORITY  
TROYER SITE REDEVELOPMENT PROJECT**

WHEREAS, the Erie County General Authority (the "Authority") is a body corporate and politic existing under the laws of the Commonwealth of Pennsylvania pursuant to the Municipality Authorities Act of 1945, Act of May 2, 1945, P.L. 382, as amended (the "Act"); and

WHEREAS, the Authority is an affiliate of the Economic Development Corporation of Erie County which administers the Enterprise Development Fund ("Fund"), along with the Greater Erie Industrial Development Corporation ("GEIDC"); and

WHEREAS, the Act establishes the purpose of the Authority to include acquiring, holding, constructing, financing, improving, maintaining, operating, owning, or leasing projects of the following kind and character:

1. Sewers, sewer systems or parts thereof;
2. Sewage treatment works, including works for collecting, treating and disposing of industrial waste;
3. Waterworks, water supply works, water distribution systems;
4. Industrial development projects, including but not limited to, projects to retain or develop existing industries and the development of new industries.

WHEREAS, the Authority intends to cooperate with the FUND and GEIDC in the redevelopment of 810 Route 97, an 8.34 acre parcel of property being located in the Township of Waterford in the County of Erie and being identified as Erie County Tax Index No. 47-032-085.0-003.01 (the "Premises") for the purpose of developing sewer and water utilities to support a food processing facility on the Premises (the "Project"), and thereby facilitate industrial development projects in Erie County; and

WHEREAS, the Authority intends to cooperate with the Township of Waterford and the Borough of Waterford (together, the "Local Municipalities") to improve utility infrastructure to support the Project; and

WHEREAS, pursuant to the Act, the Authority possesses the power of Eminent Domain and is authorized to acquire fee title and other rights in lands and improvements as it deems necessary to carry out projects as authorized by the Act; and

WHEREAS, the Authority contemplates engaging in the Project, in cooperation with GEIDC and the Local Municipalities, including but not limited to the following tasks of:

1. Constructing extending, relocating, and repairing water and wastewater utilities,
2. Constructing works for treating and disposing of industrial waste,
3. Acquisition of fee title to lands and rights-of-way (by donation, purchase or eminent domain) in the vicinity of the Premises for the direct and immediate benefit of the public, including the purposes of transportation and utilities,

**RESOLUTION NUMBER     , 2014**

**ERIE COUNTY GENERAL AUTHORITY  
TROYER SITE REDEVELOPMENT PROJECT**

4. Remediating potentially hazardous environmental conditions and mitigating environmental impacts,
5. Demolishing existing facilities and constructing new facilities, and
6. Receiving and managing grants, issuing bonds, and other financing for the preceding tasks 1-5 (items listed in items 1 through 6 are referred to collectively as the "Tasks").

WHEREAS, the Authority desires to engage in this Project in order to benefit the public, preserve quality of life, and develop the Erie County economy; and

WHEREAS, the Articles of Incorporation of the Authority state that each new Project of the Authority shall be conditioned upon approval by the County Council of Erie County, Pennsylvania.

NOW, THEREFORE, be it resolved:

1. The Project, including the completion of each of the Tasks described hereinabove, together with other matters necessary or convenient for the conclusion of the Project are hereby approved.
2. It is hereby declared desirable for Erie County in general to have the Project completed by the Authority in cooperation with GEIDC and Local Municipalities.

On the motion of \_\_\_\_\_, seconded by \_\_\_\_\_, this resolution was passed  
on this \_\_\_\_\_ day of \_\_\_\_\_, 2014 by a vote of \_\_\_\_ - \_\_\_\_.

APPROVED BY:

\_\_\_\_\_  
Dr. Kyle Foust, Chairman  
Erie County Council

\_\_\_\_\_  
Kathy Dahlkemper,  
County Executive

Date:\_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Douglas R. Smith  
County Clerk

Date:\_\_\_\_\_

1380155v2

**RESOLUTION NUMBER . 2014**

**Three Year Agreement Between The County Of Erie And The Law Firm Of  
MacDonald, Illig, Jones & Britton, LLP For Lien Free Tax Sales**

**BE IT RESOLVED** by the County Council of the County of Erie, pursuant to Article II, Sections 1A, 1C(8), and 3B(1) of the Home Rule Charter for the County of Erie, and in accordance with the provisions of Resolution Number 39, 1994, that a three year agreement between the County of Erie and the Law Firm of MacDonald, Illig, Jones & Britton, LLP for the conduct of lien free tax sales is hereby approved per the attached agreement marked Exhibit A.

On the motion of \_\_\_\_\_, seconded by \_\_\_\_\_, this resolution was passed  
on this \_\_\_\_\_ day of \_\_\_\_\_, 2014 by a vote of \_\_\_\_ - \_\_\_\_.

APPROVED BY:

\_\_\_\_\_  
Dr. Kyle Foust, Chairman  
Erie County Council

\_\_\_\_\_  
Kathy Dahlkemper,  
County Executive

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Douglas R. Smith  
County Clerk

Date: \_\_\_\_\_



**AGREEMENT AMONT THE COUNTY OF ERIE,**  
**THE ERIE COUNTY TAX CLAIM BUREAU**  
**AND**  
**MacDONALD, ILLIG, JONES & BRITTON, LLP**

*Regarding Lien Free Tax Sales pursuant to 72 P. S. §5860.101, et seq.*

This AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 2014, is by and among the County of Erie and the Erie County Tax Claim Bureau (collectively the "County") and MacDonald, Illig, Jones & Britton, LLP, 100 State Street, Suite 700, Erie, PA 16507 (hereinafter "MIJB").

**WITNESSETH THAT:**

WHEREAS, the County desires to conduct judicial, or lien-free, real estate tax sales (hereinafter "Judicial Tax Sale(s)") in calendar years 2014, 2015, and 2016 in order to realize the greatest amount of revenue possible on certain delinquent real estate taxes in accordance with 72 P.S. §5860.101, et seq. (the "Tax Sale Act"); and

WHEREAS, the County will require the assistance of legal counsel to handle the day-to-day work involved in organizing and conducting the 2014, 2015, and 2016 Judicial Tax Sales and to provide the technical and legal expertise necessary to conduct such sales;

WHEREAS, the County seeks the provision of legal services for the purposes set forth above, and as more fully set forth in the attached Exhibit A "Scope of Services;" and

WHEREAS, on or about January 27, 2014, the County issued a request for proposals for Judicial Tax Sale Legal Services. MIJB submitted a qualifying proposal that has been recommended for acceptance by the Committee on the Selection of Judicial Tax Sale Legal Counsel (the "Committee"). The County Executive has accepted the recommendation of the Committee and approved the appointment of MIJB pursuant to Article V., Section 3.C.4 of the Erie County Home Rule Charter.

NOW THEREFORE, in consideration of the foregoing and of the mutual promises hereinafter expressed, and intending to be legally bound hereby, the parties agree as follows:

**GENERAL PROVISIONS**

**ARTICLE 1: SCOPE OF SERVICES**

MIJB shall perform and carry out in a professional manner (i) all of the services set forth in Exhibit "A" of this Agreement entitled "Scope of Services," (ii) those services as required to assure compliance with the laws and regulations applicable to Judicial Tax Sales, and (iii) such other services as the County shall from time to time reasonably request in accordance with provisions Article 17 hereof.

## **ARTICLE 2: TIME OF PERFORMANCE**

2.1 The services of MIJB hereunder are to commence upon receipt by MJIB of the Approval Notice, defined in section 2.2, and shall be undertaken and completed in such a manner as to best fulfill the purposes of this Agreement in accordance with applicable law. This Agreement shall cover the Judicial Tax Sales to be conducted during calendar years 2014, 2015, and 2016. At least one Judicial Tax Sale must be held during each calendar year of this Agreement. MIJB's work under this Agreement shall continue and be complete only upon conclusion of all aspects of the Judicial Tax Sales, including but not limited to, final distribution of the proceeds from each of the Judicial Tax Sales contemplated hereunder for 2014, 2015, and 2016, even in the event that such work extends beyond December 31, 2016.

2.2 The obligations of the County under this Agreement shall be conditioned upon and subject in all events to final approval of this Agreement by Erie County Government pursuant to Article V., Section 3.C.4 of the Erie County Home Rule Charter and written notice thereof to MIJB by the County Executive (the "Approval Notice").

2.3 The Term of this Agreement shall commence on the date this Agreement is approved by County government and shall end upon the completion by MIJB of all follow up work in connection with the 2016 Judicial Tax Sale. MIJB shall retain in the Tax Sales Account a sum equivalent to ten (10) percent of MIJB's Contingent Fee for the 2016 Judicial Tax Sale that shall not be withdrawn or remitted to MIJB until the written acknowledgement by the Tax Claim Bureau that all follow up work on the 2016 Judicial Tax Sale has been completed by MIJB. Notwithstanding the foregoing, the County shall have the authority to retain successor Judicial Tax Sale Counsel at any time to handle Judicial Tax Sales for 2017 and beyond.

## **ARTICLE 3: PROPERTIES INCLUDED**

The properties to which this Agreement applies (the "Included Properties") shall be (i) all Erie County properties eligible for Judicial Tax Sale by virtue of having been exposed to the upset tax sale in the prior calendar year, together with (ii) such properties as have been exposed to the current year's upset tax sale as agreed upon by the Tax Claim Bureau and MIJB. Such properties shall be identified by the Tax Claim Bureau in a list ("Judicial Tax Sale List") to be provided to MIJB for the current calendar year at or about the time of the issuance to MIJB of the Approval Notice hereunder, and by no later than March 1 of each subsequent calendar year during the term of this Agreement. The properties which shall not be subject to this Agreement are the following:

3.1 Properties removed from any Judicial Tax Sale List by the County or MIJB; provided, such removal shall be limited to circumstances where such property sale cannot proceed legally (including, but not limited to, when it appears that notice required under the Tax Sale Act cannot be properly given) or is contrary to an existing court order.

3.2 Properties in taxing districts which have not agreed to the payment of the Contingent Fee to MIJB.

#### **ARTICLE 4: SALES PRICE AND PAYMENT PLANS**

4.1 *Sales Price.* With the exception of properties located in Millcreek Township, all properties exposed for sale pursuant to this Agreement shall be sold to the highest qualified bidder, subject only to a minimum bid requirement of \$750.00 for all properties, provided, however, that the County may specifically direct MIJB to establish another minimum bid requirement for a particular property by providing MIJB with written instructions at least ten (10) days prior to the date of the Judicial Tax Sale. Millcreek properties are subject to a separate agreement with the County.

4.2 *Payment Plans.* The County authorizes MIJB, without further need for permission, to negotiate and enter into payment plans with property owners whose properties are subject to sale under this agreement the only restriction being that said payment plans must require the property owner to pay all delinquent taxes owed by no later than seven (7) days before the scheduled tax sale. MIJB shall provide periodic notice to the County with regard to the existence and status of such payment plans.

#### **ARTICLE 5: COMPENSATION AND COST ADVANCES**

5.1 *Fees.* Subject to the provisions of section 5.2, MIJB shall be entitled to receive a contingent fee ("Contingent Fee") equal to the sum of (a) the final sales price of each property sold at the Judicial Tax Sale multiplied by the applicable percentage set forth below, and (b) the total amount collected from or on behalf of the parcel owner of any Included Property prior to the Judicial Tax Sale, as adjusted by Section 5.2, multiplied times the applicable percentage set forth below (the "Collection Amount"):

<u>Collection Amount</u>	<u>Fee Percentage</u>
• First \$25,000 of gross proceeds per property	18 %
• Next \$75,000 of gross proceeds per property	8%
• Next \$100,000 of gross proceeds per property	5%
• Proceeds over \$200,000 of gross proceeds per property	2%

It is understood that other taxing districts in Erie County may be required to agree to the Contingent Fee for it to be binding upon them, and this Agreement is conditioned on such consent and agreement by other taxing districts, and will extend only to properties in taxing districts which have agreed to the Contingent Fee. The County agrees to assist MIJB in procuring agreements from other taxing districts by recommending to other taxing districts that such agreements be entered into.

In the event a taxing district does not agree to be bound to the Agreement then it is agreed that MIJB shall prepare and file a Petition to Disburse Sale Proceeds which will include the proposed deduction of fees based upon the above referenced sliding scale. The parties understand that taxing districts not bound to this Agreement would have the right to object to the Petition and the Court will ultimately have to decide the issue of the appropriate fee for parcels in said taxing district(s).

**5.2 Modifications to MIJB Contingent Fee Calculation.** Notwithstanding the provisions of section 5.2, MIJB's Contingent Fee calculation shall be modified in the following circumstances as specified:

**5.2.1 Removal of Property from Judicial Tax Sale List.** MIJB shall not be entitled to any Contingent Fee with respect to properties removed from the Judicial Tax Sale List by the County Tax Claim Bureau or MIJB pursuant to section 3.1.

**5.2.2 Payment of Delinquent Taxes Prior to Judicial Sale.** With respect to delinquent taxes paid prior to the Judicial Tax Sale: (a) MIJB shall be entitled to fifty percent (50%) of the Fee Percentage set forth in section 5.1 applicable to the amount of delinquent taxes paid prior to a Judicial Tax Sale as a Contingent Fee with respect to any property where, within ninety (90) days from the date of delivery to MIJB of the Judicial Tax Sale List, the Tax Claim Bureau or MIJB receive payment of the delinquent taxes in full, and (b) MIJB shall be entitled to include in the Collection Amount one hundred percent (100%) of the delinquent taxes received by the Tax Claim Bureau or MIJB after ninety (90) days from the date of delivery to MIJB of the Judicial Tax Sale List. Where the Tax Claim Bureau receives payment of the delinquent taxes in full no later than seven (7) days prior to the date set for the Judicial Tax Sale, MIJB shall remove the affected property from the Judicial Tax Sale List.

**5.2.3 Sheriff's Sale of Eligible Property.** With respect to Included Properties subject to a Sheriff Sale prior to the Judicial Tax Sale: (a) MIJB shall be entitled to fifty percent (50%) of the Fee Percentage set forth in section 5.1 applicable to the amount received through a Sheriff Sale as a Contingent Fee where such Sheriff Sale is noticed and takes place within one hundred and twenty (120) days from the date of delivery to MIJB of the Judicial Tax Sale List, and (b) MIJB shall be entitled to include in the Collection Amount one hundred percent (100%) of the sales proceeds received by the Tax Claim Bureau from any Sheriff's sale taking place more than one-hundred and twenty (120) days after delivery to MIJB of the Judicial Tax Sale List. Where a Sheriff Sale takes place prior to the Judicial Tax Sale, MIJB shall remove the affected property from the Judicial Tax Sale List.

**5.2.4** In the circumstances set forth in sections 5.2.1 if a title search on the affected property has been completed or other costs for the affected property have been incurred by MIJB on or before the date the Tax Claim Bureau receives the payment, the County shall reimburse MIJB for the incurred costs, together with a fee of Two Hundred (\$200.00) Dollars.

**5.3 Cost Advances.** In addition to the Contingent Fee set forth above, MIJB shall be reimbursed by the County for all costs advanced that are required to conduct tax sales pursuant to the terms of this Agreement. The term "cost" shall include, as to each property, title search fees, the amount or pro rata share of the filing fees, advertising expenses, mailing expenses, photocopying expenses, telephone toll charges, witness and reporter fees, and all other expenses

reasonably necessary to effect the sale of the property. An estimate of costs shall be provided to the Tax Claim Bureau within ninety (90) days of delivery to MIJB of the Judicial Tax Sale List. Costs shall be itemized for each parcel and based upon actual or pro rata cost (without multiplier) and, shall be deducted as applicable from the sales proceeds of each parcel.

5.3.1 Subject to sections 5.3.2 and 5.3.3, all costs shall be billed at the lesser of MIJB's internal cost or the best available actual third party cost less any applicable discounts.

5.3.2 Photocopying expense shall be charged at a rate not to exceed ten (\$.10/page) cents per page for photocopies made in-house by MIJB. Where possible, an outside vendor shall be utilized for high volume photocopying, and the actual invoice shall be included as a cost.

5.3.3 Title search fees shall be capped at the rate of Sixty (\$60.00) Dollars per search and such search shall extend back in time to the first warranty deed beyond thirty (30) years.

5.4 ***Manner of Payment.*** The Contingent Fee and cost advances shall be collected as follows:

5.4.1 ***Sales Proceeds:*** MIJB shall collect the gross proceeds of all Judicial Tax Sales initiated or conducted pursuant to the terms of this Agreement and deposit these funds in a separate account Interest on Lawyers Trust Account (or IOLTA) (the "Tax Sales Account"). Pursuant to the provisions of the Tax Sale Act, MIJB shall obtain an Order approving and directing disbursements of the funds in the Tax Sale Account. Any Order authorizing disbursement from the Tax Sale Account shall direct that MIJB shall be entitled to the percentage (and to retain such percentage) of each sale according to the sliding scale above, and to reimbursement for the cost advances described above.

5.4.2 ***Payment Plan Proceeds.*** MIJB shall collect the gross proceeds of all payment made in connection with properties on the Tax Sale List and deposit these funds in the Tax Sales Account. To the extent the County (as opposed to MIJB) collects any funds prior to or in anticipation of any sales initiated or to be conducted in accordance with the terms of this Agreement; or continues to collect funds in accordance with the terms of installment agreements related to any properties contained on the list provided by the Tax Claim Bureau to MIJB, the County, within a reasonable period of time, but not later than forty-five (45) days from the date of the receipt of said funds, shall deliver such funds to MIJB for deposit into the Tax Sale Account referred to in Article 5.4.1 above.

5.4.3 ***Deposit in Tax Sale Account*** MIJB shall deposit all funds it receives as payment of delinquent taxes or Judicial Tax Sale proceeds into the Tax Sale Account referred to in paragraph 5.4.1 above and the same shall be distributed in accordance with the Order approving and directing disbursements.

5.4.4 ***Weekly Reports.*** MIJB shall furnish the Tax Claim Bureau with a weekly report which shall consist of the following: (1) Parcel Identification Number; (2) Total

Delinquent Taxes; (3) Name of Party Tendering Delinquent Taxes; (4) Date and Amount of Payment; (5) Term of Payment; (6) Sum of Payments Made, and (7) such other information as the Tax Claim Bureau may reasonably require from time to time.

#### **ARTICLE 6: DATA TO BE FURNISHED**

All data, including written materials, photographs, drawings, maps, surveys, graphics or other information collected or created as part of this project, including any and all information related to tax delinquency, notices or the recording of liens, which are necessary for carrying out the work as outlined in Exhibit "A" shall be furnished to MIJB for the duration of this Agreement without charge by the County. MIJB shall be entitled to copy or reproduce any such data for its own use and files.

#### **ARTICLE 7: OWNERSHIP OF DATA**

All data, including written materials, photographs, drawings, maps, graphics or other information collected or created as part of this project effort, whether delivered under this Agreement or not, shall be acquired on behalf of the County, and shall be the property of the County.

All source, intermediate and final data/work products collected or created as part of this project effort, represents "work for hire" and as such, MIJB, intending to be legally bound hereby, assigns to the County any and all of its interest in the material produced and to be produced for this project.

#### **ARTICLE 8: PERSONNEL**

MIJB represents that it employs, or will employ, at its own expense, all personnel required in performing the services of this Agreement. MIJB shall also notify the County of all key personnel assigned to the project effort and request approval from the County for any assignment changes of key personnel throughout the duration of the project. MIJB employees engaged in field work shall identify themselves as being retained by the County to conduct this project to any interested person or property owner.

The County will direct all inquiries in regard to the lien free sale to MIJB. MIJB agrees to provide personnel that will be responsible for addressing all inquiries and providing updates to the public in a reasonable period of time.

#### **ARTICLE 9: INDEPENDENT CONTRACTOR**

No provision of this Agreement is intended, nor shall this Agreement be interpreted, to create an employer-employee relationship between the County and MIJB. The relationship which this Agreement is intended to create is that of independent contractor and this Agreement shall be so interpreted.

## **ARTICLE 10: SUBCONTRACTING**

MIJB may subcontract for the performance of any of the services required to carry out pursuant to this Agreement, except for any services involving the application of legal knowledge, judgment or expertise. The County shall not be required to pay compensation, nor be obligated in any other way, to any subcontractor retained by MIJB. Any such subcontract entered into by MIJB shall provide that MIJB will retain ultimate control and responsibility for the completion of the project, as outlined in the Scope of Services, and that the subcontractor shall be bound by these conditions and any other requirements applicable to MIJB in the conduct of the Scope of Services.

## **ARTICLE 11: ACCEPTABLE DELAYS**

Performance hereunder is expected to require services on an annual basis, however, neither the County nor MIJB shall be held responsible for damages caused by delay or failure to perform hereunder when such delay or failure is due to fires, strikes, storms, floods, scarcity of fuel, governmental regulation or orders, legal acts of public authorities, acts of God or other acts which cannot be provided against.

## **ARTICLE 12: MAINTENANCE OF RECORDS**

MIJB shall maintain complete and accurate records with respect to allowable costs incurred, manpower expended and revenues collected under this Agreement. All such records shall be clearly identified and readily accessible to the County upon reasonable notice.

## **ARTICLE 13: EQUAL EMPLOYMENT OPPORTUNITY**

During the performance of this contract, MIJB agrees as follows:

13.1 MIJB shall not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin. MIJB shall take affirmative action to insure that applicants are employed and that employees are treated during employment, without regard to their race, religion, color, sex or national origin. As used herein, "treated" means and includes, without limitation, the following: recruited, whether advertising or other means; compensated, whether in the form of rates of pay, or other forms of compensation; selected for training, including apprenticeship, promoted, upgraded, demoted, downgraded, transferred, laid off and terminated. MIJB agrees to and shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officers setting forth the provisions of this nondiscrimination clause.

13.2 MIJB shall, in all solicitations or advertisements for employees placed by or on behalf of MIJB, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, or national origin.

13.3 MIJB shall send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice advising the labor union or worker's representative of MIJB's commitment under the Equal Employment Opportunity clause of the County and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

13.4 MIJB shall furnish all information and reports requested by the County Executive and/or the Tax Claim Bureau to ascertain compliance with the program.

13.5 MIJB shall take such action with respect to any subcontractor as the County may direct as a means of enforcing the provisions of subsection 13.1 through 13.8 hereof, including penalties and sanctions for noncompliance; provided, however, that in the event MIJB becomes involved in or is threatened with litigation as necessary to protect the interests of the County to effectuate the County's Equal Employment Opportunity Program, and, in the case of contracts receiving Federal assistance, MIJB or the County may request the United States to enter into such litigation to protect the interests of the United States.

13.6 If requested by the County, MIJB shall file and shall cause its subcontractors, if any, to file compliance reports with the County. Compliance reports filed at such times, as directed, shall contain information as to the employment practices, policies, programs and statistics of MIJB and its subcontractor.

13.7 MIJB shall include the provisions of subsections 13.1 through 13.8 of the Equal Employment Opportunity Clause in every subcontract or purchase order so that such provisions will be binding upon each subcontractor or vendor.

13.8 Refusal by MIJB or subcontractor to comply with any portion of this program as herein stated and described will subject the offending party to any and all of the following penalties:

- a. Withholding of all future payments under the involved public contract to MIJB in violation until it is determined that MIJB or subcontractor is in compliance with the provisions of the contract.
- b. Refusal of all future bids for any public contract with the County or any of its departments or divisions until such time as MIJB or the subcontractor demonstrates that it has established and shall carry out the policies as herein outlined.
- c. Cancellation of this contract.
- d. In cases in which there is substantial or material violation or the threat of substantial or material violation of the compliance procedure or as may be provided for by the contract, appropriate proceedings may be brought to enforce those provisions including the enjoining; within applicable law, of MIJB, subcontractors or other organizations; individuals or groups who prevent directly, indirectly or seek to prevent directly or indirectly, compliance with the policy, as herein outlined.



#### **ARTICLE 14: INELIGIBLE CONSULTANT**

MIJB certifies that it is not included in the U.S. Comptroller General's list of ineligible consultants.

#### **ARTICLE 15: NON-COLLUSION**

MIJB guarantees that the proposal submitted is not a product of collusion with any other consultant and no effort has been made to fix the proposal price of any consultant or to fix any overhead, profit or cost element of any proposal price.

#### **ARTICLE 16: COVENANT AGAINST GRATUITIES**

MIJB shall warrant that it has not offered or given gratuities (in the form of entertainment, gifts or otherwise) to any official or employee of the County with a view toward securing favorable treatment in awarding, amending or evaluating performance of the Agreement.

#### **ARTICLE 17: CONTRACT CHANGES**

Any proposed change in this Agreement shall be submitted to the County Executive for prior approval and any approved change shall be made by a written amendment. The County Executive may, at any time, by written order, make changes within the general scope of this Agreement. If any such change causes an increase or decrease in the cost of, or the time required for the performance of any part of the work under this Agreement, whether changed or not changed by any such order, an equitable adjustment shall be made in the Agreement price or delivery schedule, or both, and the Agreement shall be modified in writing accordingly. Any claim by MIJB for adjustment under this clause must be asserted within thirty (30) days from the date of receipt by MIJB of the notification or change; provided, however, if the County Executive decides that the facts justify such action, the County Executive may receive and act upon any such claim asserted at any time prior to final payment under this Agreement. The County Executive also reserves the right to enter into negotiations with MIJB for the purpose of adding additional project tasks which were not included within the original scope of the contract. Adding project tasks will require a contract modification.

#### **ARTICLE 18: HOLD HARMLESS**

MIJB agrees to and does hereby assume the defense of the County, its agents and employees of any action at law or in equity which may be brought against such indemnified parties by reasons of claims for which indemnification is owed hereunder. MIJB agrees to indemnify the County from and against claims of damages which may be recoverable against the County, including but not limited to, accrued interest on damages, as well as expenses, including, but not limited to, attorney's fees and defense costs, arising out of or resulting from the performance of the work, to the extent caused in whole or in part by the acts or omissions of MIJB, a subcontractor of MIJB, anyone directly or indirectly employed by them or acting on behalf of MIJB, regardless of whether or not such claim or expense is caused in part by a party indemnified hereunder, unless such loss or damage is solely the result of the County's negligence. However, the County shall be solely liable to the return of any purchase price paid for which

return or refund is sought. Such obligation shall not be construed to negate, abridge or reduce other rights or obligations of indemnity which would otherwise exist. The County shall not be responsible for any loss of life, personal injury, or property damage of any kind in performing and completing the work of this Agreement, unless such loss or damage is the result of the County's negligence.

#### **ARTICLE 19: CONTRACT INTEGRITY**

MIJB shall not have authority, to vary, alter, amend or change this Agreement or any part thereof, without the written consent of the County. MIJB is assumed to be familiar with all federal, state and local laws, codes, ordinances and regulations which affect those engaged or employed in the work or in any manner effect the conduct of the work. No pleas of misunderstanding or ignorance on the part of MIJB will in any way serve to modify the provisions of this Agreement.

#### **ARTICLE 20: COORDINATION**

Throughout the project, MIJB will coordinate project activities with the Erie County Sheriff's Department, the County, the County Bureau of Assessment, the County Tax Claim Bureau, the County Recorder of Deeds and any other parties that will be participating in the project effort. MIJB will also be required to attend periodic project review meetings.

#### **ARTICLE 21: TERMINATION OF CONTRACT**

The County reserves the right to terminate this Agreement for cause, upon seven (7) days written notice to MIJB. In the event of such termination, the County shall be responsible for reimbursement of all costs incurred by MIJB pursuant to this Contract through the date of termination. "Cause" under this Agreement includes, but is not limited to, any one of the following:

- a. A material breach by MIJB of this Agreement or any of MIJB's representations or warranties hereunder
- b. Failure at any time to comply fully with the provisions of section 23.5 hereof or in the event of any breach of the Non-Participation Acknowledgement
- c. In the event that both David Holland and Jay Alberstadt cease to be associated with MIJB
- d. Failure to expose ninety-five (95) percent of properties listed on the Tax Sale List to Judicial Tax Sale by reason of an act or omission of MIJB unless such act or omission is authorized under this Agreement
- e. The occurrence of an material act or omission on the part of MIJB that is contrary to law or that subjects the County to liability or is injurious to the County unless such act or omission is authorized under this Agreement
- f. Any act of fraud, embezzlement, theft or conduct constituting a conflict of interest
- g. The failure of MIJB to substantially perform its duties under this Agreement.

Cause shall not include clerical errors that may occur from time to time and which can be corrected and/or do not expose the County to monetary liability.

## **ARTICLE 22: COUNTY OBLIGATIONS**

In addition to providing payment for the work, the County agrees to furnish the following support and assistance to MIJB during the term of the Agreement.

22.1 Familiarization with all pertinent information presently available to the County both in terms of existing data and current efforts.

22.2 A County staff project coordinator for the Agreement will provide any needed information and guidance for the work requirements in the scope of services.

22.3 Subject to MIJB's obligations under this Agreement, any other support and assistance reasonably necessary to aid MIJB in fulfilling its obligations under this Agreement.

## **ARTICLE 23: CONTRACTOR'S OBLIGATIONS**

In addition to completing the work outlined in the Scope of Services- Exhibit A, and as required by all laws and regulations applicable to Judicial Tax Sales, MIJB agrees to meet the following obligations:

23.1 MIJB shall meet periodically with the County to discuss the applicability and progress of the ongoing work.

23.2 MIJB shall immediately notify the County in writing of any unusual development or circumstances which could significantly change or otherwise delay the work outlined in the scope of services.

23.3 To avoid work duplication and expedite completion of the work described in this Agreement, existing information shall be utilized to the fullest extent. Applicable information available from cooperating State agencies will be provided upon MIJB's request.

23.4 MIJB shall perform and conduct a Judicial Tax Sale during calendar years ending December 31, 2014, December 31, 2015, and December 31, 2016, on dates proposed by MIJB and approved in writing by the Tax Claim Bureau. MIJB shall provide and be responsible for all follow-up services relating to each Judicial Tax Sale including, but not limited to, as set forth in Exhibit A, and as required by applicable laws and regulations.

23.5 In order to avoid even the appearance of any conflict of interest which might be asserted by any person by virtue of Jennifer Brostmeyer Hirneisen, Esq. participating in MIJB's representation of the County pursuant to this Agreement, MIJB shall procure a written and binding acknowledgment (the "Non-Participation Acknowledgement") from Fred Brostmeyer that neither he, nor any member of his family, nor any person acting on their behalf, nor any entity owned or controlled by them or acting on their behalf, shall bid at any Judicial Tax Sale which is the subject of this Agreement, or any Repository Sale during the term of this Agreement.

23.6 MIJB will provide web-based access to both the County and the general public regarding matters pertinent to the Judicial Tax Sales. In addition to the information regarding the

Included Properties contained in the public notice of sale, the public portion of the web site will (i) identify the properties listed on the Tax Sale List within thirty (30) days of receipt of the Tax Sale List, (ii) be regularly (i.e., multiple times a week) updated as to the status of each Included Property, (iii) include a copy of the Petition for Judicial Sale with a reference to the exhibit thereon pertaining to each Included Property, and (iv) be linked to the County's website for further assessment or other information regarding the Included Properties. To the extent feasible, the secure portion of the web site, which will be password accessible only by the County and, if the County so desires, the taxing bodies, will contain additional information including the status of (i) title searches, (ii) publication, (iii) service, (iv) payment plans, and (v) any other matters which the County may reasonably request. MIJB will allow a link to the Judicial Tax Sale web site to be placed on the County's web site if the County so desires.

23.7 MIJB shall obtain and provide to the County a fidelity bond or bonds or insurance to protect against dishonest acts on the part of MIJB attorneys, paralegals, agents, employees, volunteers and all others who handle, or are responsible for handling, funds of the County in fulfilling its obligations under this Contract. Such bond or bonds or insurance shall name the County as an additional insured and shall be in an amount not less than Two Million Dollars (\$2,000,000) or such higher amount as MIJB deems appropriate. Such bond or bonds or insurance shall contain a waiver of defense based upon the exclusion of persons who serve without compensation from the definition of "employee" or other appropriate provisions to assure coverage of such persons. The premiums for all bonds or insurance obtained or maintained by MIJB pursuant to this provision shall be at its sole expense and may not be billed as a cost to the County.

#### **ARTICLE 24: ARBITRATION**

All claims, counterclaims, disputes and other matters in question between the parties hereto arising out of or relating to this Agreement or the breach thereof, will be decided by arbitration in accordance with the commercial arbitration rules of the American Arbitration Association, subject to the limitations stated in the following two (2) paragraphs.

24.1 This Agreement to arbitrate will be specifically enforceable under the prevailing Law of any court having jurisdiction.

24.2 A notice of demand for arbitration shall be in writing and a copy of such notice shall be provided to the other parties to this Agreement and filed with the American Arbitration Association. The demand must be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event may the demand for arbitration be made after the time when the institution of legal or equitable proceedings based upon such claim, dispute or other matter in question, would be barred by the applicable statute of limitations.

#### **ARTICLE 25: MISCELLANEOUS PROVISIONS**

25.1 This Agreement shall be construed under and in accordance with the laws of the Commonwealth of Pennsylvania, and all obligations of the parties created hereunder are performable in Erie County, Pennsylvania.

25.2 This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, to the extent the assignment is permitted under this Agreement.

25.3 Whenever the context shall so require, all words herein in the male gender shall be deemed to include the female and neuter gender, all singular words shall include the plural, and all plural words shall include the singular.

25.4 This Agreement constitutes the entire agreement between the parties and supersedes any prior understandings or written or oral agreements between the parties respecting the written subject matter.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement the date and year set forth above.

By: \_\_\_\_\_  
Kathy Dahlkemper, County Executive

By: \_\_\_\_\_  
David Holland, Esquire

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

Attest: \_\_\_\_\_

Attest: \_\_\_\_\_

APPROVED AS TO LEGALITY AND FORM

\_\_\_\_\_  
Marcia Haller, County Solicitor

Dated: \_\_\_\_\_

Approved by Erie County Council Pursuant to  
Article V., Section 3.C.4 of the Home Rule Charter

\_\_\_\_\_  
County Clerk

**EXHIBIT "A"**  
**SCOPE OF SERVICES**

**I. WORK OBJECTIVE**

The purpose of this project is to conduct a number of lien-free tax sales pursuant to 72 P.S. §5860.101, et seq. and specifically under 72 P.S. §5860.610, et seq.

**II. WORK ELEMENTS**

MIJB will be responsible for coordinating and completing each Judicial Tax Sale in accordance with all applicable laws and regulations. Without limiting the generality of the foregoing, MIJB shall undertake the following tasks as part of each Judicial Tax Sale:

A. **NOTICE OF SALE:** Within forty-five (45) days of receipt by MIJB of the Judicial Sale List, MIJB shall give written notice to all property owners that their property has been designated for Judicial Tax Sale. The notice required hereunder shall be in addition to any other legal notice required by law.

B. **TITLE SEARCHES:** The contractor shall conduct title searches for each and every parcel identified by the County as being subject to any sale initiated within the scope of this agreement.

C. **PETITION FOR JUDICIAL SALE:** MIJB shall prepare for each property identified by the County as being subject to sale within the scope of this Agreement a Petition for Judicial Sale pursuant to 72 P.S. §5860.610. Preparation of this Petition shall also include preparation of an appropriate Rule to Show Cause and service of the same as required by 72 P.S. §5860.611. In order to facilitate this process, the County agrees to take such steps as are necessary to officially deputize various employees of MIJB to complete all service required under §5860.611. MIJB shall also be responsible for the publication of any and all notices required under applicable Pennsylvania statute.

D. **HEARING ON PETITION:** MIJB shall represent the County at any and all hearings scheduled pursuant to 72 P.S. §5860.612 relative to the presentation and/or argument on the Petition for Sale prepared accordance with 72 P.S. §5860.610.

E. **CONDUCT OF SALE:** MIJB shall appear at and represent the County in the conduct of any and all sales initiated within the scope of this agreement. In addition, while the County does not initiate private sales pursuant to 72 P.S. §5860.613(a), this obligation on the part of MIJB shall include any private sales sought or demanded on written instructions of any taxing district having any tax claims or tax judgments against a property, as required by 72 P.S. §5860.613(a). All monies collected relative to any sale initiated within the scope of this agreement shall be deposited in a separate account to be established by MIJB for this particular purpose. Monies to be deposited in this account shall include any funds received by MIJB at the time of any public or private sale, and any funds received by the County in connection with any public or private sales, or in connection with any attempt by land owners to stay the lien-free tax sale of their property by entering into a payment agreement.

F.     **PREPARATION OF DEEDS:** MIJB shall prepare quite claim deeds for the successful purchasers of those properties subject to sale within the scope of this Agreement.

G.     **MISCELLANEOUS SERVICES:** In addition to the above services, MIJB shall also represent the County in any and all legal actions relating to the conduct or outcome of Judicial Tax Sales or otherwise within the scope of this agreement. The representation of the County in this regard shall be at no additional fee to the County; however associated costs shall be reimbursed in accordance with the terms of the Agreement.

H.     **TAX YEARS AND PROPERTIES AFFECTED:** MIJB shall be responsible for performing the above services with regard to any and all properties meeting the definition of Included Properties during calendar years 2014, 2015, and 2016. The Erie County Tax Claim Bureau shall determine the identity of these properties.

I.     **ISSUANCE AND RECORD OF RECEIPTS:** In connection with any and all payments received by MIJB under this Agreement, including voluntary payments made under section 5.2.2, MIJB shall issue a receipt to the payor, keep a copy of such receipts, and maintain a record of all such payments.

**RESOLUTION NUMBER     , 2014**

**In Support of Restoring The Presque Isle Light Station**

**WHEREAS**, the Presque Isle Partnership, and the Presque Isle Advisory Committee have undertaken the restoration of the Presque Isle Light Station (lighthouse) to the luster of its 1873 beginnings; and

**WHEREAS**, the DCNR has agreed to lease the light station to the (non-profit) Light Station Corporation, which will manage the estimated \$1.5 million restoration, and the day to day operations; and

**WHEREAS**, the Department of Conservation and Natural Resources (DCNR) with the backing of the Secretary of the DCNR and Governor Corbett have agreed to provide \$100,000 to the project and;

**WHEREAS**, the Presque Isle Partnership has agreed to use the profits from this year's Best Summer Night Steely Dan Concert to provide seed money for the start of this project, and is applying for a C2P2 grant through the DCNR to complement this funding; and

**WHEREAS**, the Presque Isle Light Station's relevance to the historical and geographical identity, and heritage of the County of Erie, has few rivals.

**NOW, THEREFORE, BE IT RESOLVED** the County Council of the County of Erie hereby lends its total support of the Presque Isle Light Station Project and Presque Isle Partnership's C2P2 grant application through the Department of Conservation and Natural Resources.

On the motion of \_\_\_\_\_, seconded by \_\_\_\_\_, this resolution was passed on this \_\_\_\_\_ day of \_\_\_\_\_, 2014 by a vote of \_\_\_\_ - \_\_\_\_.

APPROVED BY:

\_\_\_\_\_  
Dr. Kyle Foust, Chairman  
Erie County Council

\_\_\_\_\_  
Kathy Dahlkemper,  
County Executive

Date:\_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Douglas R. Smith  
County Clerk

Date:\_\_\_\_\_





Presque Isle Partnership  
Tom Ridge Environmental Center

March 10, 2014

Kyle Foust, Chairman  
County Council  
160 West 6<sup>th</sup> Street  
Erie, PA 16501

Dear Kyle

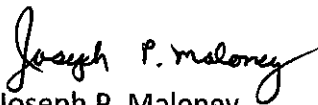
The DCNR, Presque Isle Partnership and the Presque Isle Advisory Committee have undertaken the restoration of the Presque Isle Light Station( Presque Isle Lighthouse as it is more commonly known). The DCNR has agreed to lease the Light Station to a non-profit corporation Presque Isle Light Station. The Presque Isle Partnership has agreed to use the profits from this year Best Summer Night Concert with Steely Dan to provide seed money for start of this restoration. The Presque Isle Advisory Committee has provided their support for this project. The Secretary of DCNR and the Governors office have also backed this project.

The project will be to restore the Presque Isle Station to the way it appeared in the late 1800s. The Presque Isle Station Corporation has been set up and will be responsible for the restoration and day to day operations of the Light Station. The restoration cost is expected to range from \$1,200,000 to \$1,500,000. The profit from the concert is expected to be \$200,000 and the DCNR has agreed to provide \$100,000. So we are well on our way to reaching our goal. We anticipate that the Light Station will be open to the public on a limited basis this summer.

As part of this project we are applying for a C2P2 grant. As part of this grant they request that we receive letters of support from the local County. We are requesting that a resolution be approved by Erie County Council indicating they support the project. I have attached a paragraph from the application which talks about this requirement.

Please feel free to contact me, if you have any questions or need any additional information. Thanks in advance for your consideration.

Very Truly Yours

  
Joseph P. Maloney

Past President of Presque Isle Partnership

814-833-8545



# COUNTY OF ERIE


## OFFICE OF COUNTY EXECUTIVE

---

**Kathy Dahlkemper**  
COUNTY EXECUTIVE

### MEMORANDUM

TO: Members of County Council

FROM: Kathy Dahlkemper,   
County Executive

DATE: 3/17/14

RE: **Children and Youth Advisory Board**

I hereby convey notice of my appointment of Kathleen J. Smith to the Children and Youth Advisory Board, upon the recommendation of Councilman Jay Breneman, Council representative of District 4. This term will expire on December 31, 2017.

Thank you.

cjh  
cc: Douglas Smith, Clerk  
Councilman Jay Breneman  
File

Erie County Courthouse • 140 West Sixth Street • Suite 504 • Erie, Pennsylvania 16501

PHONE (814) 451-6333 • FAX (814) 451-6334 • TOLL FREE 1 (800) 352-0026 • TDD (814) 451-6237



3-17-14 TO CE for  
approval/consent

Kyle Foust, Chairman  
Phil Fatica, Vice-Chairman  
Jay Breneman

**COUNTY OF ERIE**  
**Office of County Council**  
Erie County Courthouse  
140 West Sixth Street, Room 114  
Erie, Pennsylvania 16501-1081  
Telephone: (814) 451-6303  
Fax: (814) 451-6350  
Douglas R. Smith, County Clerk

Edward T. DiMattio, Jr.  
André R. Horton  
Fiore Leone  
Carol Loll

### MEMORANDUM

**TO:** Kathy Dahlkemper, County Executive  
**FROM:** Jay Breneman, Councilman  
**DATE:** March 17, 2014  
**RE:** **Children & Youth Advisory Board**

Kathleen J. Smith wishes to serve on the Children and Youth Advisory Board. She will be replacing Joseph Mattis, whose term expired on December 31, 2013. I am, therefore, requesting your support for her appointment to that Board. Her four year term will expire December 31, 2017. I have attached a letter from Mrs. Smith for your review.

Thank you for your attention to this matter.

cc: Members of County Council

Kathy Dahlkemper  
Erie County Executive  
Erie County Courthouse  
Erie, Pennsylvania 16501

Dear Mrs. Dahlkemper,

I am being recommended by County Councilman Jay Breneman as the 4<sup>th</sup> District representative on the Erie County Office of Children and Youth Advisory Board. As such, I would like to provide to you information about myself.

I am a life long resident of Erie and earned an undergraduate degree in sociology from Gannon College and a masters in Educational Psychology from Edinboro University.

I worked at the Gertrude Barber Center as a Case Worker for six years. I then had the privilege to work for Erie County in the Court system for 34 years. I retired as Deputy Chief of Erie County Juvenile Probation in 2012.

During my career I had many occasions to work the Office of Children and Youth, with the caseworkers, fiscal staff and administrators. I feel I have a good understanding of the work the agency does, the regulations to which they must adhere and their finances.

I would be happy to volunteer to fill this position on the board and look forward to having the opportunity once again to "work" for the people of Erie County.

I thank you for your consideration.

Sincerely,  
Kathleen Smith

<b>County of Erie</b> <b>Analysis of General Fund Unassigned Fund Balance</b> <b>FYE 12/31/14</b> <b>As of March 17, 2014</b>
--

<b>Projected Ending 2014 Unassigned Fund Balance</b>	28,945,009
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**Less: Appropriations from Unassigned Fund Balance**

Ordinance # 142 of 2013 for 2014 Supp Approp for Reorganization in Assessment	(6,873)
Ordinance #22 of 2014 Supp Approp for Transfer to Public Safety Fund	(50,703)
Ordinance #25 of 2014 Supp Approp for Completion of Sheriff Radio Project	(49,094)

Total Appropriations from Unassigned Fund Balance	<u>(106,670)</u>
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**Plus: Appropriations to Unassigned Fund Balance**

Ordinance #14 of 2014 Reclassification of Two Positions in District Attorney Department	16,885
Ordinance #31 Supp Approp for Reduction in Transfer to Debt Service Fund	771,784
Ordinance #35 Supp Approp for Reduction in Transfer to Public Health Fund	7,603
Ordinance #34 Supp Approp in Wages and Fringes for Dir of Administration	7,849

Total Appropriations to Unassigned Fund Balance	<u>804,121</u>
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Estimated General Fund Unassigned Fund Balance to date	<u><u>29,642,460</u></u>
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**Summary**

Total Budgeted General Fund Expenditures and Transfers	93,068,934
Less: Pass Thru Grants Originally Budgeted in the General Fund	<u>(75,000)</u>
Net Budgeted General Fund Expenditures and Transfers	<u>92,993,934</u>

One Month's Expenditures and Transfers	7,749,495
Two Month's Expenditures and Transfers	15,498,989

Difference between Estimated GF Unassigned Fund Balance and One Month of Expend & Transfers	<u>21,892,966</u>
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Difference between Estimated GF Unassigned Fund Balance and Two Months of Expend & Transfers	<u>14,143,471</u>
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County of Erie General Fund  
Monthly Reconciliation of  
Changes to Fund Balance Appropriated  
001-000990-099500  
As of March 17, 2014

Appropriations from Fund Balance per Excel	(106,670)
Appropriations to Fund Balance per Excel	804,121
Net Appropriations per Excel	<u>697,451</u>
<u>Less: Pending Ordinances for Council Approval</u>	
Reduction in Transfer to Public Health Fund posted incorrectly	(15,206)
Total Net Pending Ordinances	<u>(15,206)</u>
Net change to Fund Balance Appropriated	<u>682,245</u>
FMS Budget T Balance	<u>682,245</u>
	0

County of Erie General Fund  
Current Budget  
As of March 17, 2014

DEPT NO	DEPT NAME	ORIGINAL 2014 BUDGET	2014 BUDGET CHANGES	CURRENT 2014 BUDGET
001000	CONCIL & ELECTIONS	1,403,139		1,403,139
001100	COUNTY CONTROLLER	316,843		316,843
001990	COUNTY EXECUTIVE	253,461		253,461
002010	COMM REL ECON DEV	970,313		970,313
002100	COUNTY SOLICITOR	166,161		166,161
002190	PERSONNEL	398,081	(44,604)	353,477
002300	FINANCE	4,180,763	(291,838)	3,888,925
002400	ADMIN/ OPERATIONS	5,218,625	(7,849)	5,210,776
002601	HUMAN SRVC SHARED	1	75,337	75,338
002700	OTH GEN GOVT	8,485,387		8,485,387
002810	COUNTY TECH DEPT	1,850,719	(286,057)	1,564,662
003000	COURTS	4,798,432	358,776	5,157,208
003100	MDJ'S	2,710,565		2,710,565
003200	CLK RECORD	2,822,804		2,822,804
003290	SHERIFF	3,098,745	93,409	3,192,154
003390	DISTRICT ATTY	3,395,509	(16,885)	3,378,624
003500	CORONER	640,993		640,993
003600	PUBLIC DEFENDER	1,366,126		1,366,126
004000	ADULT PROBATION	5,274,553		5,274,553
004100	CORRECTIONS	16,888,253		16,888,253
004190	JUVENILE PROBATION	3,239,949		3,239,949
005200	VETERANS AFFAIR	227,810		227,810
009000	GRANTS TO ORGANZ	91,000		91,000
020000	TRANSFERS	25,270,702	266,873	25,537,575
	Total	93,068,934	147,162	93,216,096

<p>County of Erie  Comparison of Change in Monthly General Fund  Fund Balance Appropriated for the Years  2014 and 2013</p>
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Change in appropriated General Fund fund balance as follows:

Month	2014	2013
January	10,012	(76,273)
February	(99,797)	(151,523)
March	772,030	(21,192)
April		(37,102)
May		0
June		(59,588)
July		(3,410)
August		0
September		(67,580)
October		(28,000)
November		(120,836)
December		(162,096)
Total Change in Appropriated Fund Balance Year to Date	682,245	(727,600)